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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric
Company
☐ Affects both Debtors

** All papers shall be filed in the Lead
Case, No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**EIGHTH SCHEDULING AND MEDIATION
STIPULATION WITH RESPECT TO THE
CITY OF SANTA CLARA DBA SILICON
VALLEY POWER'S MOTION TO COMPEL
ASSUMPTION OR REJECTION OF
EXECUTORY CONTRACT CONCERNING
THE GRIZZLY DEVELOPMENT AND
MOKELUMNE SETTLEMENT
AGREEMENT**

**Related Docket No.: 10998, 11153, 11337,
11538, 11759, 11881, 12038, 12374, 12627,
12911**

Adjourning Hearing scheduled for November 15,
2022

1 **WHEREAS**, on January 29, 2019, PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and
2 Electric Company (the “**Utility**” and, together with PG&E Corp., the “**Debtors**” or “**Reorganized**
3 **Debtors**”, as applicable), commenced with the Court voluntary cases under chapter 11 of title 11 of
4 the United States Code (the “**Bankruptcy Code**”). The *Debtors’ and Shareholder Proponents’ Joint*
5 *Chapter 11 Plan of Reorganization dated June 19, 2020* [Docket No. 8048] (the “**Plan**”) was
6 confirmed by Order of the Court dated June 20, 2020 [Docket No. 8053] (the “**Confirmation Order**”).
7 The Plan became effective on July 1, 2020.

8 **WHEREAS**, on May 15, 2020, the City of Santa Clara dba Silicon Valley Power (“**Santa**
9 **Clara**,” and together with the Reorganized Debtors, the “**Parties**”) filed an *Objection to Cure Amount*
10 *and Request for Adequate Assurance of Future Performance by Counterparty City of Santa Clara*
11 *DBA Silicon Valley Power* [Docket No. 7208].

12 **WHEREAS**, on July 30, 2021, Santa Clara filed the *City of Santa Clara DBA Silicon Valley*
13 *Power’s Motion to Compel Assumption or Rejection of Executory Contract Concerning the Grizzly*
14 *Development and Mokelumne Settlement Agreement* [Docket No. 10998] (the “**Motion**”) which
15 noticed a response deadline of August 31, 2021, and a hearing date of September 14, 2021 (the
16 “**Hearing Date**”).

17 **WHEREAS**, on August 24, 2021, the Parties filed the *Scheduling Stipulation with Respect to*
18 *the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or Rejection of*
19 *Executory Contract Concerning the Grizzly Development and Mokelumne Settlement Agreement*
20 [Docket No. 11144] (the “**First Scheduling Stipulation**”), pursuant to which the Parties agreed to an
21 adjournment of the Hearing Date and a briefing schedule with respect to the Motion as set forth therein.
22 The First Scheduling Stipulation was approved by order of the Court, dated August 25, 2021 [Docket
23 No. 11153].

24 **WHEREAS**, on September 27, 2021, the Parties filed the *Second Scheduling Stipulation with*
25 *Respect to the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or*
26 *Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne Settlement*
27 *Agreement* [Docket No. 11331] (the “**Second Scheduling Stipulation**”), pursuant to which the Parties
28 agreed to further adjourn the Hearing Date and briefing schedule with respect to the Motion as set

1 forth therein. The Second Scheduling Stipulation was approved by order of the Court, dated
2 September 28, 2021 [Docket No. 11337].

3 **WHEREAS**, on November 1, 2021, the Parties filed the *Scheduling and Mediation Stipulation*
4 *with Respect to the City of Santa Clara DBA Silicon Valley Power's Motion to Compel Assumption or*
5 *Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne Settlement*
6 *Agreement* [Docket No. 11508] (the “**First Scheduling and Mediation Stipulation**”), pursuant to
7 which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion to allow for
8 mediation with the Honorable Randall J. Newsome (Ret.) (the “**Mediation**”) and agreed to further
9 adjourn the Hearing Date and briefing schedule with respect to the Motion as set forth therein. The
10 First Scheduling and Mediation Stipulation was approved by order of the Court, dated November 4,
11 2021 [Docket No. 11538].

12 **WHEREAS**, on December 27, 2021, the Parties filed the *Second Scheduling and Mediation*
13 *Stipulation with Respect to the City of Santa Clara DBA Silicon Valley Power's Motion to Compel*
14 *Assumption or Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne*
15 *Settlement Agreement* [Docket No. 11751] (the “**Second Scheduling and Mediation Stipulation**”),
16 pursuant to which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion
17 to allow for the Mediation to continue and agreed to further adjourn the Hearing Date and briefing
18 schedule with respect to the Motion as set forth therein. The Second Scheduling and Mediation
19 Stipulation was approved by order of the Court, dated December 27, 2021 [Docket No. 11759].

20 **WHEREAS**, on January 28, 2022, the Parties filed the *Third Scheduling and Mediation*
21 *Stipulation with Respect to the City of Santa Clara DBA Silicon Valley Power's Motion to Compel*
22 *Assumption or Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne*
23 *Settlement Agreement* [Docket No. 11878] (the “**Third Scheduling and Mediation Stipulation**”),
24 pursuant to which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion
25 to allow for the Mediation to continue and agreed to further adjourn the Hearing Date and briefing
26 schedule with respect to the Motion as set forth therein. The Third Scheduling and Mediation
27 Stipulation was approved by order of the Court, dated January 31, 2022 [Docket No. 11881].

28 **WHEREAS**, on March 14, 2022, the Parties filed the *Fourth Scheduling and Mediation*

1 *Stipulation with Respect to the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel*
2 *Assumption or Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne*
3 *Settlement Agreement* [Docket No. 12011] (the “**Fourth Scheduling and Mediation Stipulation**”),
4 pursuant to which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion
5 to allow for the Mediation to continue and agreed to further adjourn the Hearing Date and briefing
6 schedule with respect to the Motion as set forth therein. The Fourth Scheduling and Mediation
7 Stipulation was approved by order of the Court, dated March 17, 2022 [Docket No. 12038].

8 **WHEREAS**, on May 9, 2022, the Parties filed the *Fifth Scheduling and Mediation Stipulation*
9 *with Respect to the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or*
10 *Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne Settlement*
11 *Agreement* [Docket No. 12343] (the “**Fifth Scheduling and Mediation Stipulation**”), pursuant to
12 which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion to allow for
13 the Mediation to continue and agreed to further adjourn the Hearing Date and briefing schedule with
14 respect to the Motion as set forth therein. The Fifth Scheduling and Mediation Stipulation was
15 approved by order of the Court, dated May 12, 2022 [Docket No. 12374].

16 **WHEREAS**, on July 12, 2022, the Parties filed the *Sixth Scheduling and Mediation Stipulation*
17 *with Respect to the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or*
18 *Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne Settlement*
19 *Agreement* [Docket No. 12618] (the “**Sixth Scheduling and Mediation Stipulation**”), pursuant to
20 which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion to allow for
21 the Mediation to continue and agreed to further adjourn the Hearing Date and briefing schedule with
22 respect to the Motion as set forth therein. The Sixth Scheduling and Mediation Stipulation was
23 approved by order of the Court, dated July 14, 2022 [Docket No. 12627].

24 **WHEREAS**, on September 30, 2022, the Parties filed the *Seventh Scheduling and Mediation*
25 *Stipulation with Respect to the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel*
26 *Assumption or Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne*
27 *Settlement Agreement* [Docket No. 12896] (the “**Seventh Scheduling and Mediation Stipulation**”),
28 pursuant to which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion

1 to allow for the Mediation to continue and agreed to further adjourn the Hearing Date and briefing
2 schedule with respect to the Motion as set forth therein. The Seventh Scheduling and Mediation
3 Stipulation was approved by order of the Court, dated September 31, 2022 [Docket No. 12911].

4 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
5 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
6 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
7 **UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT**
8 **TO ORDER, THAT:**

9 1. The Hearing Date on the Motion shall be continued to December 20, 2022, at 10:00
10 am (Prevailing Pacific Time). The November 15, 2022 hearing on the Motion is taken off the
11 Court's calendar.

12 2. The Reorganized Debtors' response to the Motion must be filed with the Court by
13 November 29, 2022.

14 3. Any reply by Santa Clara must be filed with the Court by December 13, 2022.

15 4. The Parties agree to continue to participate in the Mediation as necessary, including
16 in any sessions scheduled or recommended by Judge Newsome and agreed to by the Parties.

17 5. Nothing herein prevents the Parties from agreeing to a further adjustment of the
18 above schedule, subject to Court approval.

19 6. In the event that the terms of this Stipulation are not approved by the Bankruptcy
20 Court, it shall be null and void and have no force or effect. The Parties agree that this Stipulation
21 as it relates to the Mediation is covered by both settlement and mediation confidentiality and
22 privilege and shall be of no evidentiary value whatsoever in any proceedings.

23 7. Nothing herein shall be construed to be a waiver by the Debtors or the Reorganized
24 Debtors, as applicable, or any other party in interest, of any rights or defenses with respect to the
25 Motion or otherwise.

26 8. This Stipulation shall be binding on the Parties and each of their successors in
27 interest.

28 9. This Stipulation shall constitute the entire agreement and understanding of the
Parties relating to the subject matter hereof and supersede all prior agreements and understandings
relating to the subject matter hereof.

1 10. This Stipulation may be executed in counterparts, each of which shall be deemed an
2 original but all of which together shall constitute one and the same agreement.

3 11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
4 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

5 Dated: October 20, 2022

Dated: October 20, 2022

6 WEIL, GOTSHAL & MANGES LLP
7 KELLER BENVENUTTI KIM LLP

BOUTIN JONES INC.

8 /s/ Richard W. Slack
9 Richard W. Slack

/s/ Robert D. Swanson
Robert D. Swanson

10 *Attorneys for the Debtors and Reorganized*
11 *Debtors*

Attorneys for the City of Santa Clara DBA
Silicon Valley Power